

AGENDA # \_\_\_\_\_

DATE \_\_\_\_\_

## **AGENDA REPORT**

Prepared for the

### **CASCADE COUNTY COMMISSION**

**ITEM Approved checks issued since 2/5/22**

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #317337 through #317513 totaling \$ 427,524.66 and EFT #9102251 through #9102259 totaling \$ 1,390.02 for an A/P total of \$ 428,914.68 dated 2/7/2022 through 2/11/22.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

## AGENDA REPORT

Prepared for the  
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/12/22

**PRESENTED BY: Cascade County Clerk & Recorder/Auditor**

**The Board of County Commissioners has approved invoices and accounts payable checks #317514 through #317627 totaling \$ 181,860.86 and EFT #9102266 through #9102272 totaling \$ 39,882.78 for an A/P total of \$ 221,743.64 dated 2/14/2022 through 2/17/22.**

A listing of all paid checks is available in the Cascade County Commissioners Office.

# CASCADE COUNTY WORK SESSION MINUTES

## VIA ZOOM ONLINE MEETING

January 16, 2022 – 2:00 P.M.

|   |                                  |  |
|---|----------------------------------|--|
| Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at <a href="http://cascadecountymt.gov">cascadecountymt.gov</a> and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). <b>Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.</b> This written record is in draft form until officially approved on March 8, 2022. |                                  | <b>COMMISSION MINUTES JOURNAL # 62</b> |
| <b>Board of Cascade County Commissioners:</b> Chairman Briggs excused, Commissioner Jim Larson, and Commissioner Don Ryan.  |                                  |  |
| <b>Staff Present:</b> Les Payne– Public Works Director, Mary Embleton – Budget Officer, Carey Ann Haight – Deputy County Attorney, Phoebe Marcinek- Deputy County Attorney, Bonnie Fogerty Commission office, and Marie Johnson Deputy Clerk & Recorder   |                                  |  |
| <b>Public Members Present:</b> Rae Grulkowski   |                                  |  |
| <b>Commissioner Larson opened the work session meeting at 2:00 pm</b>   |                                  |  |
| <b>Treasurers Report</b>  |                                  |  |
| <b>Consent Agenda Items:</b>  | <b>Department:</b>               |  |
| <b>Contract 22-15:</b> Collective Bargaining Agreement by and between Teamsters Local Union #2 and the Cascade County Office & Clerical Employees. Effective: July 1, 2021- June 30, 2023. <i>Discussion about this contract occurred.</i>  | Commissioners<br><b>00:48</b>    |  |
| <b>Contract 22-18:</b> Lease Agreement by and between Great Falls School District No. 1 & A and Cascade County. Cascade County Extension Services has had a lease relationship with the Great Falls School District, utilizing the north wing in the District owned facility known as Great Falls Early Learning Family Center ('ELF'), located at 3300 Third Street NE, Great Falls, Montana. Effective: June 30, 2022 - June 30, 2024. Annual Lease: \$26,563<br><i>Discussion about this contract occurred.</i>  | County Attorneys<br><b>04:10</b> |  |
| <b>CITY/COUNTY HEALTH DEPARTMENT</b>  | CCHD                             |  |
| <b>Resolution 22-14:</b> Budget Appropriation within Fund #2270 increasing budget authority due to a funding from MT DPHHS Task Order 22-07-4-51-013-0 to hire a STD Disease Intervention Specialist. Total Amount: \$32,704  | CCHD<br><b>08:05</b>             |  |

### AGENDA –

**Contract 22-13:** Contract with Montana Fence for the removal and replacement of the ExpoPark Racetrack fence and gates. Total Cost: \$148,910 **09:32**

**Contract 22-14:** Professional Services Agreement with Big Sky Civil & Environmental Inc. for the Simms Road Project. Total Cost: \$17,080 **12:51**

**Contract 22-16:** Management Plan between Cascade County and TD&H Engineering for the Armington Bridge Replacement Project. **16:08**

**Contract 22-17:** Contract with Montana School Equipment Company for the removal and replacement of a new Air Curtain at the Pacific Steel & Recycling Arena at the MT ExpoPark. Total Cost: \$55,232 **21:11**

### **Sand Coulee Fire Service Area Board Appointments** **24:44**

| <u>Applicants</u> | <u>Vacancy</u> | <u>Term Expiration</u> |
|-------------------|----------------|------------------------|
| Stacey Byrne      | 1              | 5/31/2024              |
| Ashlee Reese      |                |                        |

**Adjournment:** Commissioner Larson closed the work session meeting at 2:27 p.m.





**CASCADE COUNTY COMMISSION MEETING**  
**February 22, 2022**  
**Via Zoom and Conference room attendees**  
**9:30 A.M.**

**Commission**  
**Journal #62**

**Notice:** Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in **red**, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on March 8, 2022.

**Commission:** Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

**Staff:** Carey Ann Haight- Chief Deputy Attorney, Phoebe Marcinek-County Attorneys, Les Payne- Public Works Director, Mary Embelton-Finance, Diane Heikkila- Treasurer, Bonnie Fogerty-Commission and Marie Johnson -Deputy Clerk & Recorder

**Attendees Via Zoom:** Nicole Girten, Jenn Rowell, Matt Epstein, Thomas Wylie and Rae Grulkowski.

**Public:** Rose Malisani-MSU< Extension, and Lee Carter of Montana Fence.

**Call to Order:** Chairman Briggs called the meeting to order. **00:00**

**Reading of the Commissioners' calendar:** Bonnie Fogerty read the calendar. **00:01**

**Purchase orders and accounts payable checks:** *See agenda for payment information.* Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants. **Motion carries 3-0 02:49**

**Treasurers Report:** Diane Heikkila, read the Treasurers Report. **05:56**

**Consent agenda:** Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

**Approval of the Minutes and Consent Agenda Items:** Commissioner Ryan made a **MOTION** to (A) Approve minute entries January 25<sup>th</sup>, 26<sup>th</sup>, and 31<sup>st</sup> 2022, and February 2<sup>nd</sup>, and 8<sup>th</sup>, 2022. (B) Approval of Routine Contracts as Follows: **06:21**

**Contract 22-15:** Collective Bargaining Agreement by and between Teamsters Local Union #2 and the Cascade County Office & Clerical Employees. Effective: July 1, 2021- June 30, 2023. **06:49**

**Contract 22-18:** Lease Agreement by and between Great Falls School District No. 1 & A and Cascade County for Cascade County Extension Services office space. This office space utilizes the north wing in the District owned facility known as Great Falls Early Learning Family Center ("ELF"), located at 3300 Third Street NE, Great Falls, Montana. Effective: June 30, 2022 - June 30, 2024. Annual Lease: \$26,563 **06:58**

**Contract 22-19:** MT Defense Access Road FY 2022 Right-of-Way Certification. **07:34**

## **CITY/COUNTY HEALTH DEPARTMENT**

**Resolution 22-14:** Budget Appropriation within Fund #2270 increasing budget authority due to a funding from MT DPHHS Task Order 22-07-4-51-013-0 to hire a STD Disease Intervention Specialist. Total Amount: \$32,704 (Ref: Contract 22-06) **07:53**

**Motion carries 3-0 to approve items on the consent agenda 08:34**

### **Agenda Item #1**

#### **Motion to Approve or Disapprove**

**Contract 22-13:** Contract with Montana Fence for the removal and replacement of the ExpoPark Racetrack fence and gates. Total Cost: \$148,910 **08:54**

Les Payne read the background for this contract. **10:21**

Commissioner Larson made a **MOTION** to approve Contract #22-13, for Montana Fence, for the removal and replacement of the ExpoPark Racetrack fence and gates, for a total cost of \$148,910.00. *Some discussion on this contract.*

**Motion carries 3-0 12:49**

### **Agenda Item #2**

#### **Motion to Approve or Disapprove**

**Contract 22-14:** Professional Services Agreement with Big Sky Civil & Environmental Inc. for the Simms Road Project. Total Cost: \$17,080 **11:48**

Les Payne read the background for this contract. **13:59**

Commissioner Ryan made a **MOTION** to approve Contract 22-14, proposal from Big Sky Civil & Environmental Inc, for the professional service's agreement, for the Simms Road Project, for a total cost of \$17,080.00 and instruct staff to complete the contracting process.

**Motion carries 3-0 14:04**

### **Agenda Item #3**

#### **Motion to Approve or Disapprove**

**Contract 22-16:** Management Plan between Cascade County and TD&H Engineering for the Armington Bridge Replacement Project.

Mary Embelton presented this contract. **16:18**

Commissioner Larson made a **MOTION** to approve Contract 22-16, Cascade County and TD&H Engineering Management Plan in accordance with the Montana Coal Endowment Program grant start-up requirements. **Motion carries 3-0 16:58**

### **Agenda Item #4**

#### **Motion to Approve or Disapprove**

**Contract 22-17:** Contract with Montana School Equipment Company for the removal and replacement of an Air Curtain at the Pacific Steel & Recycling Arena at the MT ExpoPark. Total Cost: \$55,232

Les Payne read the background for this contract. **18:24**

Commissioner Ryan made a **MOTION** to approve Contract 22-17, for Montana School Equipment Company for the removal of the old curtain and replaced with a new air curtain, for a total cost of \$55,232.00 **Motion carries 3-0 19:45**



**Agenda Item #5**

**Motion to Approve or Disapprove**

**Sand Coulee Fire Fee Service Area Board Appointment Vacancy) Term Expiration**

Applicants: Stacey Byrne & Ashlee Reese with one (1) vacancy with a term expiration of May 31, 2024. (Filling seat vacated by Karla McCale)

Commissioner Ryan made a **MOTION** to appoint Stacey Byrne to the Sand Coulee Fire Fee Service Area Board.

Commissioner discussion on this appointment. **20:17**

**Motion carries 3-0 22:49**

**Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103) **None****

**Adjournment:** Chairman Briggs adjourned this Commission Meeting at 09:54 a.m.



February 24, 2022 – 2:00 p.m.

Cascade County Public Works  
279 Vaughn S Frontage Rd. Great Falls Mt. 59404

### ExpoPark Roofing Project

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners. MCA 7-4-2611 (2) (b).*

**Staff Present:** Les Payne, Jennifer Snell

**Public Present:** None

At 2:00 pm., Les Payne-Public Works Director, began the bid opening. He stated that this was the public meeting for the solicitation for Statement of Qualifications (SOQ) for Architectural/Engineering services relating to the design and construction for the removal of the old roof and installation of approximately 100,000 sq.ft. of flat rubberized new roofing for the Pacific Steel & Recycling Arena and the Exhibition Hall Facilities located at the Montana ExpoPark; 400 3<sup>rd</sup> St. NW. Great Falls MT.

Advertisement for bids were published in the Great Falls Tribune on February 9<sup>th</sup>, 13<sup>th</sup>, and 20<sup>th</sup> 2022 was also made available on the Cascade County Website. Hard copies were available at the Public Works Department (**Exhibit A**). Sealed bids were due by 2:00pm on February 24<sup>th</sup>, 2022.

Les Payne announced that Cascade County received two (2) SEALED bids.

Bids were provided by Nelson Architects of Great Falls Montana and TD&H of Great Falls Montana.

#### Bid Packet from Nelson Architects 621 2<sup>nd</sup> Ave. N. Great Falls, MT. 59401

Packet received at the Cascade County Public Works Building 2/24/2022 at 1:41pm.

5 packets received. **All Complete (Exhibit B)**

|                     |                  |
|---------------------|------------------|
| Principal in Charge | \$155.00per hour |
| Project Architect   | \$129.00per hour |
| Production Drafting | \$85.00          |
| Construction Admin  | \$88.00per hour  |
| Total Bid           | \$166,250.00     |

Bid Packet from 1800 River Dr. N. Great Falls, MT. 59401

Packet received at the Cascade County Public Works Building 2/24/2021 at 11:02am.

Completed Bid Form and a Bid bond. **All Complete (Exhibit C)**

|                       |              |
|-----------------------|--------------|
| Roof Survey           | \$5,000.00   |
| Roof Design           | \$42,000.00  |
| Bidding Services      | \$10,000.00  |
| Construction Services | \$45,000.00  |
| Total Bid             | \$102,000.00 |

Les Payne stated that staff will take bids under advisement and make recommendations to Cascade County Commissioners. The Commissioners will review during a local work session. Meetings are located in the Cascade County Annex building at 325 2<sup>nd</sup> Ave N. Great Falls Mt. 59401 in room 111.

Meeting Adjourned February 24, 2022, at 2:07 p.m.

Minutes taken by: Jennifer Snell 2/24/2022 beginning 2:00pm



March 8, 2022

Resolution 22-15

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Elections Capital Reserve Appropriation

**INITIATED BY:** Cascade County Clerk & Recorder

**ACTION REQUESTED:** Approval of Resolution #22-15

**PRESENTED BY:** Rina Fontana Moore  
Cascade County Clerk & Recorder

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**SYNOPSIS:**

The Cascade County Elections Department would like to purchase an additional DS950 count machine. Attached you will find a resolution requesting that the commission approves the budget authority from the Elections Capital Reserve Account 4150-345-A0600 900.940 & 4150-345-A0600 300.363.

**RECOMMENDATION:**

Approval of Resolution #22-15.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

Mr. Chair, I move the Cascade County Commission **APPROVE** Resolution 22-15, allowing the Cascade County Clerk & Recorder/Elections Administrator the budget authority to purchase a DS950 count machine out of the election reserves.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move the Cascade County Commission **TIDISAPPROVE** Resolution #22-15, allowing the Cascade County Clerk & Recorder/Elections Administrator the budget authority to purchase a DS950 count machine out of the election reserves.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET APPROPRIATION WITHIN  
CASCADE COUNTY ELECTIONS CAPITAL RESERVE FUND #4150  
INCREASE FOR PURCHASE OF NEW VOTE COUNTING MACHINE**

**RESOLUTION 22-15**

**WHEREAS**, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA 7-6-4020 for all funds including Fund #2963 Pubic Health Emergency Program Fund; and

**WHEREAS**, Cascade County Elections department has need of a new vote counting machine which was not anticipated in September of 2021 and therefore was not budgeted; and

**WHEREAS**, the Elections Capital Reserve Fund has a cash balance in excess of \$125,500 which can be utilized for the purchase of a new vote counting machine; and

**WHEREAS**, a budget amendment is necessary to increase the expenditures in Fund #4150 by an amount of \$112,065 which is offset by cash reserves in order to purchase a new vote counting machine; and

**WHEREAS**, pursuant to Section 7-6-4006, M.C.A. 2019, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Don Ryan, Commissioner

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke

Attachment A

To: Cascade County Board of Commissioners

Contract #

Prepared by: Rina Moore

[illegible]

Establish budgets to reflect the purchase of a new DS950 count machine, and the first year's maintenance from existing reserves.

Department Head Signature or  
Elected Official Signature)

21/8/2022  
Date

Rina Fontana-Moore  
Print Name

Budget Officer

Date \_\_\_\_\_



# Budget Performance Report

Fiscal Year to Date 02/17/22

Include Rollup Account and Rollup to Object

| Account   | Account Description      | Adopted Budget      | Budget Amendments | Amended Budget      | Current Month Transactions | YTD Encumbrances | YTD Transactions   | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total    |
|---|--------------------------|---------------------|-------------------|---------------------|----------------------------|------------------|--------------------|---------------------------|---------------|---------------------|
| Fund 4150 - Elections Capital Reserve             |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| REVENUE   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| Department 000 - Revenue                          |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| <b>34</b>   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 34.1042   | Election Fees            | 5,000.00            | .00               | 5,000.00            | .00                        | .00              | 51,730.65          | (46,730.65)               | 1035          | 5,000.00            |
| <b>34 - Totals</b>                                |                          | <b>\$5,000.00</b>   | <b>\$0.00</b>     | <b>\$5,000.00</b>   | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$51,730.65</b> | <b>(\$46,730.65)</b>      | <b>1035%</b>  | <b>\$5,000.00</b>   |
| <b>36</b>   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 36.5025   | Private Grants           | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 294,128.00          |
| <b>36 - Totals</b>                                |                          | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$0.00</b>      | <b>\$0.00</b>             | <b>+++</b>    | <b>\$294,128.00</b> |
| <b>37</b>   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 37.1010   | Interest Earnings        | .00                 | .00               | .00                 | .00                        | .00              | 53.21              | (53.21)                   | +++           | 320.25              |
| <b>37 - Totals</b>                                |                          | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$53.21</b>     | <b>(\$53.21)</b>          | <b>+++</b>    | <b>\$320.25</b>     |
| <b>38</b>   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 38.3000   | Interfund Oper. Transfer | 5,000.00            | .00               | 5,000.00            | .00                        | .00              | .00                | 5,000.00                  | 0             | 5,000.00            |
| <b>38 - Totals</b>                                |                          | <b>\$5,000.00</b>   | <b>\$0.00</b>     | <b>\$5,000.00</b>   | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$0.00</b>      | <b>\$5,000.00</b>         | <b>0%</b>     | <b>\$5,000.00</b>   |
| Department 000 - Revenue Totals                   |                          | <b>\$10,000.00</b>  | <b>\$0.00</b>     | <b>\$10,000.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$51,783.86</b> | <b>(\$41,783.86)</b>      | <b>518%</b>   | <b>\$304,448.25</b> |
| REVENUE TOTALS                                    |                          | <b>\$10,000.00</b>  | <b>\$0.00</b>     | <b>\$10,000.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$51,783.86</b> | <b>(\$41,783.86)</b>      | <b>518%</b>   | <b>\$304,448.25</b> |
| EXPENSE   |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| Department 345 - Elections Capital Reserve        |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| Function A0600 - Elections                        |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| <b>200</b>  |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 200.210   | Office Supplies          | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 35,057.87           |
| <b>200 - Totals</b>                               |                          | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$0.00</b>      | <b>\$0.00</b>             | <b>+++</b>    | <b>\$35,057.87</b>  |
| <b>300</b>  |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 300.311   | Postage                  | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 3,355.00            |
| 300.360   | Repair & Maint. Services | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 9,020.87            |
| 300.390   | Other Purchased Services | 14,127.00           | .00               | 14,127.00           | .00                        | .00              | 14,126.56          | .44                       | 100           | 17,885.05           |
| <b>300 - Totals</b>                               |                          | <b>\$14,127.00</b>  | <b>\$0.00</b>     | <b>\$14,127.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$14,126.56</b> | <b>\$0.44</b>             | <b>100%</b>   | <b>\$30,260.92</b>  |
| <b>900</b>  |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| 900.920   | Buildings                | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 83,066.54           |
| 900.940   | Machinery & Equipment    | .00                 | .00               | .00                 | .00                        | .00              | .00                | .00                       | +++           | 103,755.79          |
| <b>900 - Totals</b>                               |                          | <b>\$0.00</b>       | <b>\$0.00</b>     | <b>\$0.00</b>       | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$0.00</b>      | <b>\$0.00</b>             | <b>+++</b>    | <b>\$186,822.33</b> |
| Function A0600 - Elections Totals                 |                          | <b>\$14,127.00</b>  | <b>\$0.00</b>     | <b>\$14,127.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$14,126.56</b> | <b>\$0.44</b>             | <b>100%</b>   | <b>\$252,141.12</b> |
| Department 345 - Elections Capital Reserve Totals |                          | <b>\$14,127.00</b>  | <b>\$0.00</b>     | <b>\$14,127.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$14,126.56</b> | <b>\$0.44</b>             | <b>100%</b>   | <b>\$252,141.12</b> |
| EXPENSE TOTALS                                    |                          | <b>\$14,127.00</b>  | <b>\$0.00</b>     | <b>\$14,127.00</b>  | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$14,126.56</b> | <b>\$0.44</b>             | <b>100%</b>   | <b>\$252,141.12</b> |
| Fund 4150 - Elections Capital Reserve Totals      |                          |                     |                   |                     |                            |                  |                    |                           |               |                     |
| REVENUE TOTALS                                    |                          | <b>10,000.00</b>    | <b>.00</b>        | <b>10,000.00</b>    | <b>.00</b>                 | <b>.00</b>       | <b>51,783.86</b>   | <b>(41,783.86)</b>        | <b>518%</b>   | <b>304,448.25</b>   |
| EXPENSE TOTALS                                    |                          | <b>14,127.00</b>    | <b>.00</b>        | <b>14,127.00</b>    | <b>.00</b>                 | <b>.00</b>       | <b>14,126.56</b>   | <b>.44</b>                | <b>100%</b>   | <b>252,141.12</b>   |
| Fund 4150 - Elections Capital Reserve Totals      |                          | <b>(\$4,127.00)</b> | <b>\$0.00</b>     | <b>(\$4,127.00)</b> | <b>\$0.00</b>              | <b>\$0.00</b>    | <b>\$37,657.30</b> | <b>(\$41,784.30)</b>      |               | <b>\$52,307.13</b>  |



# Budget Performance Report

Fiscal Year to Date 02/17/22

Include Rollup Account and Rollup to Object

|                |              |        |              |        |        |             |               |      |             |
|----------------|--------------|--------|--------------|--------|--------|-------------|---------------|------|-------------|
| Grand Totals   |              |        |              |        |        |             |               |      |             |
| REVENUE TOTALS | 10,000.00    | .00    | 10,000.00    | .00    | .00    | 51,783.86   | (41,783.86)   | 518% | 304,448.25  |
| EXPENSE TOTALS | 14,127.00    | .00    | 14,127.00    | .00    | .00    | 14,126.56   | .44           | 100% | 252,141.12  |
| Grand Totals   | (\$4,127.00) | \$0.00 | (\$4,127.00) | \$0.00 | \$0.00 | \$37,657.30 | (\$41,784.30) |      | \$52,307.13 |





# Trial Balance Listing

Through 02/17/22  
Detail Balance Sheet Listing  
Exclude Rollup Account

| Account                                      | Account Description   | Balance Forward | YTD Debits   | YTD Credits  | Ending Balance | Prior Year<br>YTD Balance |
|--|-----------------------|-----------------|--------------|--------------|----------------|---------------------------|
| Fund 4150 - Elections Capital Reserve        |                       |                 |              |              |                |                           |
| 101.000                                      | Cash                  | 163,538.10      | 59,049.88    | 97,003.36    | 125,584.62     | 322,646.39                |
| 141.000                                      | Prepaid Expense       | 6,761.44        | .00          | 6,761.44     | .00            | .00                       |
| 202.000                                      | Accounts Payable      | (82,372.22)     | 97,003.36    | 14,631.14    | .00            | .00                       |
| 260.200                                      | Assigned Fund Balance | (87,927.32)     | .00          | .00          | (87,927.32)    | (35,620.19)               |
|  | Fund Revenues         | .00             | .00          | 51,783.86    | (51,783.86)    | (294,314.75)              |
|  | Fund Expenses         | .00             | 27,649.44    | 13,522.88    | 14,126.56      | 7,288.55                  |
| Fund 4150 - Elections Capital Reserve Totals |                       | \$0.00          | \$183,702.68 | \$183,702.68 | \$0.00         | \$0.00                    |
| Grand Totals                                 |                       | \$0.00          | \$183,702.68 | \$183,702.68 | \$0.00         | \$0.00                    |

## Embleton, Mary

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**From:** Moore, Rina  
**Sent:** Friday, February 18, 2022 8:38 AM  
**To:** Embleton, Mary  
**Subject:** RE: Capital Acquisition Request  
**Attachments:** DS950 (2).pdf

Mary –

Attached is the signed copy. Thank you for your assistance.

Rina

**From:** Embleton, Mary <membleton@cascadecountymt.gov>  
**Sent:** Friday, February 18, 2022 8:30 AM  
**To:** Moore, Rina <rfmoore@cascadecountymt.gov>  
**Subject:** RE: Capital Acquisition Request

It does get confusing when it comes to transferring money around. We've been trying to keep that to a minimum, and thankfully we don't need to do it to purchase the new machine. And you're right, that in this case, the cash is there in your CIP account, so all that's needed is the permission to budget it.

I've attached a corrected version....please review and if it looks OK, then sign and attach the backup docs and send them my way.

We can get it on the March 2 Work Session agenda.

*Mary K. Embleton*  
Budget Officer/Grants Coordinator  
Cascade County  
406-454-6731

**From:** Moore, Rina <rfmoore@cascadecountymt.gov>  
**Sent:** Friday, February 18, 2022 8:17 AM  
**To:** Embleton, Mary <membleton@cascadecountymt.gov>  
**Subject:** RE: Capital Acquisition Request

Did I send two? I am sorry.

Originally they quoted 125K, then came back with a sales agreement of 107,910 with this years maintenance of 4155.

The amount that we want to spend is \$112,065 and I think we can spend it all out of 4150 as that is where we paid for the elections office upgrade, however in 2019 when we purchased the last machine, we moved the money into 1000-214.

So, the confusing part for me is that I think the money is where I need it to be but we just need the permission to budget the expense and spend it, right?

Rina

March 8, 2022

Resolution 22-17

Agenda Action Report  
*Prepared for the*  
Cascade County Commission

|                          |  |
|--------------------------|--|
| ITEM                     | A resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project. |
| INITIATED & PRESENTED BY | Les Payne, Public Works Director   |
| ACTION REQUESTED         | Approval of Resolution 22-17   |

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**BACKGROUND:**

Cascade County received American Rescue Plan acting funds totaling \$7,902,196.00 in May of 2021, part of which can be used to assist various entities within the county for infrastructure projects under the Clean Water Act. The Adobe Creek/Sun River Avulsion correction project was deemed an eligible project on behalf of the Sun River Irrigation Ditch Company to use ARPA minimum allocation grant funds, and Cascade County has contributed \$78,978.00 as the match requirement for ARPA minimum allocation grant. A budget amendment is necessary to increase the expenditures in fund #2995 by an amount of \$78,978.00, which is offset by cash reserves in order to fund the match requirements.

**RECOMMENDATION:**

Approval of Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commissioners **APPROVE** Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution 22-17, a resolution requesting Distribution of American Rescue Funds, to fund Adobe Creek/Sun River Avulsion Project.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF A BUDGET APPROPRIATION WITHIN  
CASCADE COUNTY AMERICAN RESCUE PLAN FUND #2995  
INCREASE FOR ADOBE CREEK/SUN RIVER AVULSION PROJECT**

**RESOLUTION 22-17**

**WHEREAS**, the Commission passed Resolution 21-48 Adopting the Final Budget for FY2022 on September 7, 2021 as per MCA sec. 7-6-4020 for all funds including Fund #2963 Public Health Emergency Program Fund; and

**WHEREAS**, Cascade County received American Rescue Plan Act funds totaling \$7,902,196 in May of 2021, part of which can be used to assist various entities within the county for infrastructure projects under the Clean Water Act; and

**WHEREAS**, the Adobe Creek/Sun River Avulsion correction project was deemed an eligible project on behalf of the Sun River Irrigation Ditch Company to utilize ARPA Minimum Allocation Grant funds; and

**WHEREAS**, Cascade County has contributed \$78,978 as the match requirement for ARPA Minimum Allocation grant, which was not anticipated nor budgeted for FY2022; and

**WHEREAS**, a budget amendment is necessary to increase the expenditures in Fund #2995 by an amount of \$78,978 which is offset by cash reserves in order to fund the match requirement; and

**WHEREAS**, pursuant to MCA sec. 7-6-4006, the Board of County Commissioners has the power to appropriate funds within the budget; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 8th Day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Don Ryan, Commissioner

ATTEST:

\_\_\_\_\_  
CLERK & RECORDER/AUDITOR  
mke





# REQUEST FOR BUDGET AMENDMENT (APPROPRIATION)

Date: 2/24/2022

To: Cascade County Board of Commissioners

Attachment A

Program Name: Adobe Creek/Sun River Avulsion  
for the Sun River Valley Ditch Company

CFDA #

Contract #

Responsible Department: Public Works

Prepared by: Gayle Fellows

Please approve the following budget changes:


|                 | <u>Fund</u> |   | <u>Dept</u> |   | <u>Function</u> |   | <u>Account</u> | <u>Budgeted<br/>Amount</u> | <u>Increase<br/>(Decrease)</u> | <u>Amended<br/>Budget</u> |
|-----------------|-------------|---|-------------|---|-----------------|---|----------------|----------------------------|--------------------------------|---------------------------|
| <u>Expenses</u> |             |   |             |   |                 |   |                |                            |                                |                           |
| Acct #          | 2995        | - | 256         | - | A0591           | - | 300.360        | 118,000                    | 78,978                         | 196,978                   |
| Acct #          |             | - |             | - |                 | - |                | 0                          | 0                              | 0                         |
| Acct #          |             | - |             | - |                 | - |                | 0                          | 0                              | 0                         |
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## Explanation of budget changes:

Increase budget authority in ARPA Fund #2995 to fund the Adobe Creek/Sun River Avulsion correction project as match for the Sun River Valley Ditch Irrigation Company's request for ARPA Minimum Allocation grant fund from the State. County and SRVDC are both providing match for the state grant.

Increase is offset by existing reserves from the first tranche of SLFRF ARPA funds sent by the US Treasury in May 2021.

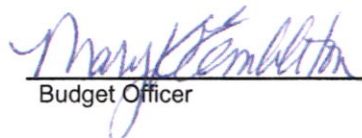
Changes authorized by:

  
Department Head Signature or  
Elected Official Signature

Date

2-24-2022

Budget Officer

  
Budget Officer

Date

2/28/2022

Les Payne

Print Name





# Budget Performance Report

Fiscal Year to Date 02/28/22  
Include Rollup Account and Rollup to Object

| Account                            | Account Description                             | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/Rec'd | Prior Year Total |
|------------------------------------|---|----------------|-------------------|----------------|----------------------------|------------------|------------------|---------------------------|--------------|------------------|
| Fund 2995 - American Rescue Plan   |   |                |                   |                |                            |                  |                  |                           |              |                  |
| REVENUE                            |   |                |                   |                |                            |                  |                  |                           |              |                  |
| Department 256 - Covid 19 Recovery |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 33                                 |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 33.1990                            | COVID-19 Federal Sources                        |                |                   |                |                            |                  |                  |                           |              |                  |
|                                    | Department 256 - Covid 19 Recovery Totals       | 7,902,196.00   | .00               | 7,902,196.00   | .00                        | .00              | .00              | 7,902,196.00              | 0            | .00              |
|                                    |   | \$7,902,196.00 | \$0.00            | \$7,902,196.00 | \$0.00                     | \$0.00           | \$0.00           | \$7,902,196.00            | 0%           | \$0.00           |
|                                    |   | \$7,902,196.00 | \$0.00            | \$7,902,196.00 | \$0.00                     | \$0.00           | \$0.00           | \$7,902,196.00            | 0%           | \$0.00           |
|                                    | REVENUE TOTALS                                  | \$7,902,196.00 | \$0.00            | \$7,902,196.00 | \$0.00                     | \$0.00           | \$0.00           | \$7,902,196.00            | 0%           | \$0.00           |
| EXPENSE                            |   |                |                   |                |                            |                  |                  |                           |              |                  |
| Department 256 - Covid 19 Recovery |   |                |                   |                |                            |                  |                  |                           |              |                  |
| Function A0591 - Recovery Funds    |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 300                                |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 300.360                            | Repair & Maint. Services                        | .00            | 118,000.00        | 118,000.00     | .00                        | 78,978.00        | .00              | 39,022.00                 | 67           | .00              |
|                                    |   | \$0.00         | \$118,000.00      | \$118,000.00   | \$0.00                     | \$78,978.00      | \$0.00           | \$39,022.00               | 67%          | \$0.00           |
| 900                                |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 900.930                            | Improvements other than Bldgs                   | .00            | 160,000.00        | 160,000.00     | .00                        | 148,910.00       | .00              | 11,090.00                 | 93           | .00              |
| 900.940                            | Machinery & Equipment                           | 405,000.00     | (278,000.00)      | 127,000.00     | .00                        | .00              | .00              | 127,000.00                | 0            | .00              |
|                                    |   | \$405,000.00   | (\$118,000.00)    | \$287,000.00   | \$0.00                     | \$148,910.00     | \$0.00           | \$138,090.00              | 52%          | \$0.00           |
|                                    |   | \$405,000.00   | \$0.00            | \$405,000.00   | \$0.00                     | \$227,888.00     | \$0.00           | \$177,112.00              | 56%          | \$0.00           |
|                                    | Function A0591 - Recovery Funds Totals          |                |                   |                |                            |                  |                  |                           |              |                  |
|                                    | Function L1000 - Interfund Transfers Out        |                |                   |                |                            |                  |                  |                           |              |                  |
| 800                                |   |                |                   |                |                            |                  |                  |                           |              |                  |
| 800.820                            | Transfers to Other Funds                        | 385,500.00     | .00               | 385,500.00     | .00                        | .00              | .00              | 385,500.00                | 0            | .00              |
|                                    |   | \$385,500.00   | \$0.00            | \$385,500.00   | \$0.00                     | \$0.00           | \$0.00           | \$385,500.00              | 0%           | \$0.00           |
|                                    | Function L1000 - Interfund Transfers Out Totals | \$385,500.00   | \$0.00            | \$385,500.00   | \$0.00                     | \$0.00           | \$0.00           | \$385,500.00              | 0%           | \$0.00           |
|                                    | Department 256 - Covid 19 Recovery Totals       | \$790,500.00   | \$0.00            | \$790,500.00   | \$0.00                     | \$227,888.00     | \$0.00           | \$562,612.00              | 29%          | \$0.00           |
|                                    | EXPENSE TOTALS                                  | \$790,500.00   | \$0.00            | \$790,500.00   | \$0.00                     | \$227,888.00     | \$0.00           | \$562,612.00              | 29%          | \$0.00           |
|                                    | Fund 2995 - American Rescue Plan Totals         |                |                   |                |                            |                  |                  |                           |              |                  |
|                                    | REVENUE TOTALS                                  | 7,902,196.00   | .00               | 7,902,196.00   | .00                        | .00              | .00              | 7,902,196.00              | 0%           | .00              |
|                                    | EXPENSE TOTALS                                  | 790,500.00     | .00               | 790,500.00     | .00                        | 227,888.00       | .00              | 562,612.00                | 29%          | .00              |
|                                    |   | \$7,111,696.00 | \$0.00            | \$7,111,696.00 | \$0.00                     | (\$227,888.00)   | \$0.00           | \$7,339,584.00            |              | \$0.00           |
|                                    | Fund 2995 - American Rescue Plan Totals         |                |                   |                |                            |                  |                  |                           |              |                  |
|                                    | Grand Totals                                    |                |                   |                |                            |                  |                  |                           |              |                  |
|                                    | REVENUE TOTALS                                  | 7,902,196.00   | .00               | 7,902,196.00   | .00                        | .00              | .00              | 7,902,196.00              | 0%           | .00              |
|                                    | EXPENSE TOTALS                                  | 790,500.00     | .00               | 790,500.00     | .00                        | 227,888.00       | .00              | 562,612.00                | 29%          | .00              |
|                                    |   | \$7,111,696.00 | \$0.00            | \$7,111,696.00 | \$0.00                     | (\$227,888.00)   | \$0.00           | \$7,339,584.00            |              | \$0.00           |



## Trial Balance Listing

Through 02/28/22  
Detail Balance Sheet Listing  
Exclude Rollup Account

| Account                          | Account Description                     | Balance Forward | YTD Debits | YTD Credits | Ending Balance | Prior Year<br>YTD Balance |
|----------------------------------|---|-----------------|------------|-------------|----------------|---------------------------|
| Fund 2995 - American Rescue Plan |   |                 |            |             |                |                           |
| 101.000                          | Cash                                    | 7,902,196.00    | .00        | .00         | 7,902,196.00   | .00                       |
| 216.150                          | ARP Grant Revenue Advance               | (7,902,196.00)  | .00        | .00         | (7,902,196.00) | .00                       |
|                                  | Fund 2995 - American Rescue Plan Totals | \$0.00          | \$0.00     | \$0.00      | \$0.00         | \$0.00                    |
|                                  | Grand Totals                            | \$0.00          | \$0.00     | \$0.00      | \$0.00         | \$0.00                    |

March 8, 2022

Resolution 22-18

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Resolution in support of Touro Medical School Job  
Creation Grant from the Big Sky Economic  
Development Trust Fund

**INITIATED AND PRESENTED BY:** Carey Ann Haight, Chief Civil Attorney  
Joe Briggs, Commission Chair

**ACTION REQUESTED:** Approval of Resolution 22-18

---

**BACKGROUND:**

Great Falls Development Authority, Benefis Health Systems and several other community partners including Cascade County have been working for several years to attract a Medical School to the Great Falls area. Recently Touro College of Osteopathic Medicine has committed to building such a facility here in Great Falls. As a part of the community assistance offered to Touro to make this project successful is the use of Big Sky Trust Fund Job Creation program. This program requires that a county or city government host the grant application on behalf of Touro. Great Falls Development Authority is acting on behalf of Touro and has asked that Cascade County be the hosting entity. The hosting of this grant application does not place any financial obligations on the county and GFDA will be responsible for submitting and managing the grant on behalf of Touro and Cascade County.

**RECOMMENDATION:**

Given the importance to our region of having a local Medical school to help address the shortage of doctors coupled with the lack of a financial commitment required of the county, the recommendation is that the Board of County Commissioners adopt resolution 22-18 allowing GFDA to move forward on the Touro Medical School Job Creation Grant.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

“Mr. Chairman, I move Cascade County Commission **APPROVE** Resolution 22-18, for the Touro Medical School Job Creation Grant application to the Big Sky Trust Fund.”

**MOTION TO DISAPPROVE:**

“Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Resolution 22-18.”





**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**RESOLUTION 22-18**

**A RESOLUTION BY THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA, RELATING TO TOURO COLLEGE MONTANA, LLC APPLICATION TO THE BIG SKY ECONOMIC DEVELOPMENT TRUST FUND PROGRAM, ADMINISTERED BY THE STATE OF MONTANA DEPARTMENT OF COMMERCE, ON BEHALF OF THE GREAT FALLS DEVELOPMENT AUTHORITY**

**WHEREAS, the Great Falls Development Authority is committed to facilitating economic diversification in the City and the region; and**

**WHEREAS, the County Commission is committed to facilitating job creation and economic expansion, thus positively impacting the economy of the entire region; and**

**WHEREAS, Touro College Montana, LLC desires to build a medical school in Cascade County serving the entire state of Montana and creating jobs in Cascade County; and**

**WHEREAS, the County Commission has determined that Touro College Montana, LLC has growth potential and supports economic diversity; and**

**WHEREAS, the Montana Department of Commerce administers the Big Sky Economic Development Trust Fund Job Creation program, which is a state-funded program to assist with economic development supporting high wage jobs to promote long-term, stable economic growth in Montana, create partnerships, expand existing businesses and provide a better life for future generations through greater economic growth and prosperity in Montana; and**

**WHEREAS, the County Commission hereby authorizes and appoints the Great Falls Development Authority to administer, on behalf of Cascade County, all aspects of the Economic Development Grant, and provide administrative support and other responsibility for the management and appropriate reporting to the Montana Department of Commerce.**

**NOW, THEREFORE, BE IT RESOLVED by the Commissioner of Cascade County, Montana, that Cascade County submit an application, on behalf of the Great Falls Development Authority, to the Big Sky Economic Development Trust Fund Program to assist Touro College Montana, LLC in its new medical school and that Great Falls Development Authority manage all aspects of the grant.**

**PASSED AND ADOPTED on this 8<sup>th</sup> day of March 2022 by the Cascade County Board of Commissioners.**

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Don Ryan, Commissioner**

**Attest**

**On this \_\_\_\_ day of \_\_\_\_\_, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.**

\_\_\_\_\_  
**Rina Fontana Moore, Cascade County Clerk & Recorder**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

**\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

March 8, 2022

Contract 22-21

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

|                                   |   |
|-----------------------------------|---|
| <b>ITEM</b>                       | <b>Additional Merchant Identification Number &amp; Service Establishment for Electronic Payment Processing Services</b> |
| <b>INITIATED AND PRESENTED BY</b> | <b>Sean Higginbotham, Director<br/>Department of Technology</b>   |
| <b>ACTION REQUESTED</b>           | <b>Approval of Contract 22-21</b>   |

---

**BACKGROUND:**

Cascade County entered into an agreement for electronic payment processing services with Heartland Payment Solutions in 2019 (ref contract #19-201). Since entering into that agreement additional offices and departments within Cascade County have sought to incorporate electronic payment processing services into their operations, specifically the Clerk and Recorders Office and the Juvenile Detention Center. The attached agreements will allow our payment processor, Heartland Payment Solutions, to provide electronic payment processing to those offices and departments. Contract #19-201 provides the Master Services Agreement which establishes the terms and conditions of electronic payment processing.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve Contract 22-21 the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.

**TWO MOTIONS FOR CONSIDERATION:**

**Motion to Approve:**

Mr. Chairman, I move that the Commissioners **Approve** Contract 22-21 the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.

**Motion to Disapprove:**

Mr. Chairman, I move that the Commissioners **DISAPPROVE** Contract 22-21, the additional merchant identification numbers and electronic payment processing services to be established for the Cascade County Juvenile Detention Center and the Cascade County Clerk and Recorder.



|  |  |   |   |  |  |  |
|--|--|---|---|--|--|--|
| <input type="checkbox"/> CARD ONLY<br><input type="checkbox"/> ACH ONLY<br><input type="checkbox"/> DUAL | AFFILIATE CODE / PARTNER ID<br>Kacie Long<br>RM                      |   | NAME OF AFFILIATE<br>208-340-1075<br>PHONE #      |  | LEAD GENERATOR ID #                          |  |
|  | <b>COMPANY INFORMATION</b>   |   |   |  |  |  |
|  | Cascade County Juvenile Detention Center<br><b>MERCHANT DBA NAME</b> |   | Shanna Bulik-Chism<br><b>PRIMARY CONTACT NAME</b> |  | 406-454-6930<br><b>PRIMARY CONTACT PHONE</b> | AUTHORIZED TO PURCHASE:<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 1600 26th St South<br><b>DBA ADDRESS</b>   |  | Great Falls, MT 59405<br><b>DBA CITY / STATE / ZIP</b>      |   | 406-454-6930<br><b>DBA PHONE NUMBER</b>        |  | 1<br><b>NUMBER OF LOCATIONS</b>  |
| Cascade County<br><b>LEGAL NAME</b><br>(Must correspond with IRS Filing Name)                            |  | Matthew Pfeninger<br><b>SECONDARY CONTACT NAME</b>          |   | 406-454-6850<br><b>SECONDARY CONTACT PHONE</b> |  | AUTHORIZED TO PURCHASE:<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 121 4th Street N #1A<br><b>LEGAL ADDRESS</b>   |  | Great Falls, MT 59405<br><b>LEGAL CITY / STATE / ZIP</b>    |   | 406-454-6855<br><b>LEGAL PHONE NUMBER</b>      |  | 81-6001343<br><b>FEDERAL TAX ID / EIN</b><br>(Must correspond w/ Legal Name)                   |
| www.cascadecountymt.gov<br><b>WEBSITE ADDRESS</b>  |  | schism@cascadecountymt.gov<br><b>CUSTOMER SERVICE EMAIL</b> |   |  |  |  |

EMAIL ADDRESS (InfoCentral Admin User Email Address)      EMAIL CONTACT FIRST NAME      EMAIL CONTACT LAST NAME

### MEMBER SPONSOR BANK DISCLOSURE INFORMATION

**SERVICE PROVIDER:** Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

#### MEMBER SPONSOR BANK (ACQUIRER) INFORMATION

#### DEBIT BANK SPONSOR

|  |  |  |   |
|--|--|--|---|
| <b>Barclay Bank</b><br>125 South West Street<br>Wilmington, DE. 19801<br>Phone: (302) 662-8990 | <b>Deutsche Bank Trust Company Americas</b><br>60 Wall Street<br>New York, NY 10005<br>Email: COMPL.Card_Acquiring@list.DB.com | <b>Wells Fargo Bank, N.A.</b><br>P.O. Box 6079<br>Concord, CA 94524<br>Phone: (844) 284-6834 | <b>Old Line Bank</b><br>1525 Pointer Ridge Place<br>Bowie, MD 20716<br>(800) 617-7511 |
|--|--|--|---|

#### MERCHANT RESOURCES

- You may download Visa Regulations from Visa's website at: <http://usa.visa.com>
- You may download MasterCard Rules from MasterCard's website at: <http://mastercard.com>

#### IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
- Merchant must maintain fraud and chargeback below thresholds.
- Merchant must review and understand the terms of the Merchant Processing Agreement.
- Merchant must comply with the Card Brands Operating Regulations.
- Merchant must retain a signed copy of this Disclosure Page.

**Note:** The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

#### IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

- The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
- The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
- The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
- The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
- The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

#### ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

|  |   |                      |
|--|---|----------------------|
| X<br>_____<br><b>OWNER/OFFICER SIGNATURE *</b> | Joe Briggs, County Commissioner<br>_____<br><b>PRINT NAME &amp; TITLE</b> | _____<br><b>DATE</b> |
|--|---|----------------------|





**CARD FEE SCHEDULE**

| SERVICE REQUESTED                      | DISCOUNT RATE |   | DISCOUNT PER ITEM | TRANS FEE DIAL             | TRANS FEE IP |
|--|---------------|---|-------------------|----------------------------|--------------|
| Visa                                   | 2.95          | % | \$                | \$                         | \$           |
| MasterCard                             | 2.95          | % | \$                |                            |              |
| Discover/JCB                           | 2.95          | % | \$                |                            |              |
| PayPal                                 |               | % | \$                | \$                         | \$           |
| PIN Debit<br>(Plus Debit Network Fees) |               | % | \$                | \$                         | \$           |
| American Express                       | 2.95          | % | \$                | \$                         | \$           |
|  |               |   |                   |                            |              |
| RECURRING FEES                         |               |   | MONTHLY FEE       | TRANSACTION FEE            | SETUP FEE    |
| Chargeback Fee                         |               |   |                   | \$ 25.00                   |              |
| Voice Auth Fee                         |               |   |                   | \$ 0.65                    |              |
| Service & Regulatory Mandate Fee       |               |   | \$ 8.50           |                            |              |
| PCI Non-Compliance Fee                 |               |   | \$ 125.00         |                            |              |
| <input type="checkbox"/> Extended+:    |               |   | \$                | Wells Fargo Merchants Only |              |

\$ 10000

ANNUAL VOLUME

\$ 10

AVERAGE TICKET

☐ Cost Plus☐ Service Fee (Pass Through/Single Transaction)SETTLEMENT: ☐ Daily / Split ☒ Daily / Net ☐ Monthly

\$ 1000

AMERICAN EXPRESS

ANNUAL VOLUME

\$ 10

AMERICAN EXPRESS

AVERAGE TICKET

☒ OptBlue

Note: Annual Processing Volume &gt; \$1 Million must go Direct

☒ I opt out of receiving marketing material from American ExpressAMERICAN EXPRESS MERCHANT  
NUMBERAMERICAN EXPRESS  
FRANCHISE CAP NUMBER

AMERICAN EXPRESS FRANCHISE NAME

**IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AUTHORIZED SIGNER(S) INFORMATION**

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

**(1) Authorized Signer**

Joe Briggs  
NAME  
325 2nd Ave North, Great Falls, MT 59401  
HOME ADDRESS / CITY / STATE / ZIP

Commissioner  
TITLE

SOCIAL SECURITY NUMBER

03/27/1958  
DATE OF BIRTH (MM/DD/YYYY)

LENGTH OF TIME AT ADDRESS

DRIVER'S LICENSE NUMBER

**(2) Authorized Signer**

Diane Heikkila  
NAME  
121 4th St N, Great Falls, MT 59401  
HOME ADDRESS / CITY / STATE / ZIP

Treasurer  
TITLE

SOCIAL SECURITY NUMBER

10/12/1964  
DATE OF BIRTH (MM/DD/YYYY)

LENGTH OF TIME AT ADDRESS

DRIVER'S LICENSE NUMBER

**DEBIT AND CREDIT AUTHORIZATION**

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

US Bank  
DEPOSITORY BANK NAME

406.447.5251  
PHONE NUMBER

Helena, MT 59601  
CITY, STATE, ZIP

**CARD DEBIT AND CREDIT AUTHORIZATION**

|   | TYPE OF ACCOUNT   | ACCOUNT NUMBER  | ROUTING NUMBER | NAME AS IT APPEARS ON BANK ACCOUNT |
|---|---|-----------------|----------------|------------------------------------|
| CARD DEPOSITS                           | <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other: | 1-539-1089-3277 | 123000848      | TREASURER OF CASCADE COUNTY        |
| CARD FEES<br>(If separate from Deposit) | <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:            |                 |                |                                    |

**ACH DEBIT / CREDIT AUTHORIZATION**

|          | ACCOUNT TYPE   | TRANSIT ROUTER /<br>ABA NUMBER | ACCOUNT<br>NUMBER | NAME AS IT APPEARS ON ACCOUNT |
|----------|--|--------------------------------|-------------------|-------------------------------|
| DEPOSITS | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                   |                               |
| FEES     | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                   |                               |
| RETURNS  | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                   |                               |





**INTERCHANGE QUALIFICATION**
☐ MOTO / Internet ☒ Retail ☐ Small Ticket
**CARD ACCEPTANCE**
☒ All Cards Accepted
**DEPOSIT METHOD**
☒ Standard
**SALES METHOD**

|                                 |             |
|---------------------------------|-------------|
| Premise Face to Face Sales:     | 100 %       |
| Premise Face to Face Sales:     | %           |
| Mail Order Sales:               | %           |
| Real-Time Internet Sales:       | %           |
| Inbound Telephone Order Sales:  | %           |
| Outbound Telephone Order Sales: | %           |
| Internet (keyed) :              | %           |
| Recurring Billing:              | %           |
| <b>TOTAL =</b>                  | <b>100%</b> |

**PROCESSING METHOD**

|                                  |             |
|----------------------------------|-------------|
| Card Swiped:                     | 100 %       |
| Keyed with Imprinted Receipt:    | %           |
| Keyed without Imprinted Receipt: | %           |
| <b>TOTAL =</b>                   | <b>100%</b> |

**MOTO CARD TYPE**

|                                   |             |
|-----------------------------------|-------------|
| Percent of Domestic Transactions: | %           |
| Percent of Foreign Transactions:  | %           |
| <b>TOTAL =</b>                    | <b>100%</b> |

**PERCENT OF GIFT CARD SALES:** %
**FUTURE DELIVERY (FD)\***

|                              |             |
|------------------------------|-------------|
| 2 – 5 Days:                  | %           |
| 6 – 10 Day:                  | %           |
| 11 – 30 Days:                | %           |
| 31 – 60 Days:                | %           |
| 61 – 90 Days:                | %           |
| 91 – 120 Days:               | %           |
| > 120Days:                   | %           |
| <b>IF APPLICABLE TOTAL =</b> | <b>100%</b> |

**WHAT PERCENTAGE OF BANKCARD VOLUME IS "FD":** 0 %

\* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

**STATEMENT OPTIONS****STATEMENT TYPE**
☒ Standard
**MAIL STATEMENTS TO**
☒ Suppress Statements

\* ☐ All Electronic Communications (Including ACH Returns): ☒ Same Email as InfoCentral ☐ Preferred Email Address:

**DISPUTE LETTERS** \*Select mail option as back-up.**MAILING OPTIONS**
☒ Legal ☐ DBA
**ELECTRONIC OPTIONS\***
☐ Fax ☒ Email
**MERCHANT DETAIL****TYPE OF BUSINESS:**
☐ Private  
☐ Public:

Ticker Symbol:

**TYPE OF OWNERSHIP:**
☐ Corporation  
☒ Government  
☐ Municipality  
☐ Non-Profit
**BUSINESS IS CONDUCTED:**

Consumer: 100%

 ARE WEB BASED SALES  
 PROCESSED BY HPS: Yes

 DATE BUSINESS  
 STARTED

 PEAK RECURRING  
 TRANSACTION DATES

 PRODUCT/SERVICE  
 PROVIDED

 DEFINE YOUR REFUND  
 POLICY
**PCI COMPLIANCE**
 OUR BUSINESS PCI COMPLIANT: ☒ Yes ☐ No

 DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: ☐ Yes ☒ No  
 (i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR:

☒ Yes ☐ No ☐ N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE):

☐ Yes ☐ No ☒ N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED:

☐ Yes ☐ No ☒ N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE.\*:

☐ Yes ☒ No ☐ N/A

If yes, what was the date of the compromise:

(Copy of the completed forensic investigation is required with the app.)

☐ I have never accepted payment cards.

THE SIGNING MERCHANT LISTED BELOW IS STORING SENSITIVE AUTHENTICATION DATA\*\* (EVEN IF ENCRYPTED) AFTER THE TRANSACTION HAS BEEN AUTHORIZED:

☐ Yes ☐ No ☒ N/A

☐ I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL:

☒ Yes ☐ No ☐ N/A

\*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

\*\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartland request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.





**ACH PROGRAM TYPES:**

☐ Heartland ACH WEB:  
☐ Consumer ☐ Corporate ☐ Both

☐ Heartland ACH Debit (Select all that apply):

☐ Single ☐ Consumer  
☐ Recurring ☐ Corporate

Virtual Terminal:

☐ Heartland ACH Tel  
 Vendor: ☐ Heartland ☐ Third Party: \_\_\_\_\_

Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

**ACH FEE SCHEDULE**

NOTE: ACH ACCOUNT VERIFICATION IS INCLUDED

| FEE TYPE   | DOLLAR  | PERCENTAGE |
|--|---------|------------|
| <input type="checkbox"/> Setup Fee                         | \$      |            |
| <input type="checkbox"/> Transaction Fee                   | \$      | %          |
| <input type="checkbox"/> Service Fee                       | \$      | %          |
| <input checked="" type="checkbox"/> Return Item Fee        | \$5.00  |            |
| <input checked="" type="checkbox"/> Unauthorized Entry Fee | \$5.00  |            |
| <input type="checkbox"/> Re-presentment Fee*               | \$ 2.00 |            |

\*Re-presentment (Limitation of 2 per NACHA guidelines)

\$ ANNUAL ACH VOLUME \$ AVERAGE ACH TICKET AMOUNT

\$ MAX ACH LIMIT REQUESTED (Subject to Approval) AVERAGE NUMBER OF ACH TRANSACTION PER MONTH

\$ AVERAGE RETURN CHECK AMOUNT \$ TOTAL MONTHLY CHECK RETURNS

\$ OR \$25.00  
**Monthly Fee** **Monthly Minimum**

For High Ticket Transactions an additional 15 BP will be assessed on the amount above \$ 10,000 .

**PROCESSING METHOD - Note: Must equal 100%**

| Heartland ACH Debit | Heartland ACH TEL | Heartland ACH WEB | TOTAL |
|---------------------|-------------------|-------------------|-------|
| %                   | %                 | %                 | 100%  |

**AUTHORIZATION METHOD**

Which authorization procedure does Merchant utilize to confirm customers consent:

☐ **Heartland ACH Debit**

☐ Signed written authorization from customer  
☐ Heartland provides Authorization Form Template ☐ Merchant created Authorization Form

☐ **Heartland ACH WEB**

☐ Web Authorization  
☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Heartland ACH TEL**

☐ Recorded Verbal Authorization  
☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; select one:

☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland  
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

☐ Via website URL: \_\_\_\_\_ ☐ Via phone: #: \_\_\_\_\_

**REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.**

**DESCRIPTOR**

PHONE NUMBER AS IT APPEARS ON CUSTOMER STATEMENTS

COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters)

**AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION**

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES NO If yes, date filed: \_\_\_\_\_

Merchant authorizes Heartland Payment Systems, LLC ("Heartland or HPS"), any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship.

Merchant acknowledges that Heartland has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and this Merchant Application, which together make up the entire agreement between the parties (the "Merchant Processing Agreement") . Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would enter into this Merchant Processing Agreement. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant further certifies, that this business or any Owner/Officer has never been terminated by any of the Card Brands.

X  
 AUTHORIZED SIGNER SIGNATURE \_\_\_\_\_ Joe Briggs, Commissioner  
 PRINT NAME & TITLE

DATE

X  
 (2) AUTHORIZED SIGNER SIGNATURE \_\_\_\_\_ Diane Heikkila, Treasurer  
 PRINT NAME & TITLE

DATE

**THE TERM OF THIS AGREEMENT IS 60 MONTHS**





☐ CARD ONLY  
☐ ACH ONLY  
☐ DUAL

AFFILIATE CODE / PARTNER ID

NAME OF AFFILIATE

LEAD GENERATOR ID #

Kacie Long

208-340-1075

RM

PHONE #

### COMPANY INFORMATION

Cascade County Clerk & Recorder

Rina Moore

406-454-6804

AUTHORIZED TO PURCHASE:

MERCHANT DBA NAME

PRIMARY CONTACT NAME

PRIMARY CONTACT PHONE

☒ Yes ☐ No

121 4th Street North

Great Falls, MT 59401

(406)454-6804

NUMBER OF LOCATIONS

DBA ADDRESS

DBA CITY / STATE / ZIP

DBA PHONE NUMBER

Cascade County

Marie Johnson

mjohnson@cascaedcountymt.gov

AUTHORIZED TO PURCHASE:

LEGAL NAME

SECONDARY CONTACT NAME

SECONDARY CONTACT PHONE

☒ Yes ☒ No

(Must correspond with IRS Filing Name)

121 4th Street North

Great Falls, MT 59401

(406)454-6808

816001343

LEGAL ADDRESS

LEGAL CITY / STATE / ZIP

LEGAL PHONE NUMBER

FEDERAL TAX ID / EIN  
(Must correspond w/ Legal Name)

www.cascaedcountymt.gov

mjohnson@cascaedcountymt.gov

WEBSITE ADDRESS

CUSTOMER SERVICE EMAIL

mjohnson@cascaedcountymt.gov

Marie

Johnson

EMAIL ADDRESS (InfoCentral Admin User Email Address)

EMAIL CONTACT FIRST NAME

EMAIL CONTACT LAST NAME

### MEMBER SPONSOR BANK DISCLOSURE INFORMATION

SERVICE PROVIDER: Heartland Payment Systems, LLC - One Heartland Way, Jeffersonville, IN. 47130 - HeartlandPaymentSystems.com (888) 963-3600

#### MEMBER SPONSOR BANK (ACQUIRER) INFORMATION

#### DEBIT BANK SPONSOR

**Barclay Bank**  
125 South West Street  
Wilmington, DE. 19801  
Phone: (302) 662-8990

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York, NY 10005  
Email: COMPL.Card\_Acquiring@list.DB.com

**Wells Fargo Bank, N.A.**  
P.O. Box 6079  
Concord, CA 94524  
Phone: (844) 284-6834

**Old Line Bank**  
1525 Pointer Ridge Place  
Bowie, MD 20716  
(800) 617-7511

### MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: <http://usa.visa.com>
2. You may download MasterCard Rules from MasterCard's website at: <http://mastercard.com>

#### IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

**Note:** The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

#### IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

### ACKNOWLEDGEMENT

Merchant hereby acknowledges and agrees that Heartland will select one of the Member Sponsor Banks listed above based on the following criteria: business type, POS equipment compatibility, depository institution and/or existing Heartland relationship. Heartland will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Transaction to Heartland under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement.

X

\_\_\_\_\_  
MERCH/OFFICER SIGNATURE \*

Joe Briggs, County Commissioner

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE





# CARD FEE SCHEDULE

| SERVICE REQUESTED                      | DISCOUNT RATE |   | DISCOUNT PER ITEM | TRANS FEE DIAL             | TRANS FEE IP |
|--|---------------|---|-------------------|----------------------------|--------------|
| Visa                                   | 1.0           | % | \$ 0              | \$ 0                       | \$ 0         |
| MasterCard                             | 1.0           | % | \$ 0              |                            |              |
| Discover/JCB                           | 1.0           | % | \$ 0              |                            |              |
| PayPal                                 | 1.0           | % | \$ 0              | \$ 0                       | \$ 0         |
| PIN Debit<br>(Plus Debit Network Fees) | 1.0           | % | \$ 0              | \$ 0                       | \$ 0         |
| American Express                       | 1.0           | % | \$ 0              | \$ 0                       | \$ 0         |
|  |               |   |                   |                            |              |
| RECURRING FEES                         |               |   | MONTHLY FEE       | TRANACTIO<br>N FEE         | SETUP FEE    |
| Chargeback Fee                         |               |   |                   | \$ 15.00                   |              |
| Voice Auth Fee                         |               |   |                   | \$ 0.65                    |              |
| Service & Regulatory Mandate Fee       |               |   | \$ 8.50           |                            |              |
| PCI Non-Compliance Fee                 |               |   | \$ 0              |                            |              |
| <input type="checkbox"/> Extended+:    |               |   | \$                | Wells Fargo Merchants Only |              |

\$ 500,000.00  
 ANNUAL VOLUME

\$ 85.00  
 AVERAGE TICKET

☒ Cost Plus  
☐ Service Fee (Pass Through/Single Transaction)

SETTLEMENT: ☐ Daily / Split ☐ Daily / Net ☒ Monthly

\$ 80,000.00  
 AMERICAN EXPRESS ANNUAL VOLUME

\$ 85.00  
 AMERICAN EXPRESS AVERAGE TICKET

☒ OptBlue  
 Note: Annual Processing Volume > \$1 Million must go Direct  
☒ I opt out of receiving marketing material from American Express

AMERICAN EXPRESS MERCHANT NUMBER

AMERICAN EXPRESS FRANCHISE CAP NUMBER

AMERICAN EXPRESS FRANCHISE NAME

## IMPORTANT INFORMATION ACCOUNT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## AUTHORIZED SIGNER(S) INFORMATION

Note: If there are more than two Owners, Officers or Managing Agents, complete the "Additional Owner/Officer Information Page for Merchant Processing Agreement".

### (1) Authorized Signer

Joe Briggs  
 IE

Commissioner  
 TITLE

SOCIAL SECURITY NUMBER

03/27/1958  
 DATE OF BIRTH (MM/DD/YYYY)

325 2nd Ave North, Great Falls, MT 59404  
 HOME ADDRESS / CITY / STATE / ZIP

LENGTH OF TIME AT ADDRESS

DRIVER'S LICENSE NUMBER

### (2) Authorized Signer

Diane Heikkila  
 NAME

Treasurer  
 TITLE

SOCIAL SECURITY NUMBER

10/12/1964  
 DATE OF BIRTH (MM/DD/YYYY)

121 4th St N, Great Falls, MT 59401  
 HOME ADDRESS / CITY / STATE / ZIP

LENGTH OF TIME AT ADDRESS

DRIVER'S LICENSE NUMBER

## DEBIT AND CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

US Bank NA  
 DEPOSITORY BANK NAME

800-937-6310  
 PHONE NUMBER

Saint Paul, MN 55107  
 CITY, STATE, ZIP

## CARD DEBIT AND CREDIT AUTHORIZATION

|   | TYPE OF ACCOUNT   | ACCOUNT NUMBER | ROUTING NUMBER | NAME AS IT APPEARS ON BANK ACCOUNT |
|---|---|----------------|----------------|------------------------------------|
| CARD DEPOSITS                           | <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other: | 153910893277   | 123000848      | Treasurer of Cascade County        |
| CARD FEES<br>(If separate from Deposit) | <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:            |                |                |                                    |

## ACH DEBIT / CREDIT AUTHORIZATION

|          | ACCOUNT TYPE   | TRANSIT ROUTER /<br>ABA NUMBER | ACCOUNT NUMBER | NAME AS IT APPEARS ON ACCOUNT |
|----------|--|--------------------------------|----------------|-------------------------------|
| DEPOSITS | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                |                               |
| FEES     | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                |                               |
| RETURNS  | <input type="checkbox"/> Checking <input type="checkbox"/> Savings |                                |                |                               |





**INTERCHANGE QUALIFICATION**
☐ MOTO / Internet ☐ Retail ☐ Small Ticket
**CARD ACCEPTANCE**
☒ All Cards Accepted
**DEPOSIT METHOD**
☒ Standard
**SALES METHOD**

|                                 |             |
|---------------------------------|-------------|
| Premise Face to Face Sales:     | 100 %       |
| Premise Face to Face Sales:     | %           |
| Mail Order Sales:               | %           |
| Real-Time Internet Sales:       | %           |
| Inbound Telephone Order Sales:  | %           |
| Outbound Telephone Order Sales: | %           |
| Internet (keyed) :              | %           |
| Recurring Billing:              | %           |
| <b>TOTAL =</b>                  | <b>100%</b> |

**PROCESSING METHOD**

|                                  |             |
|----------------------------------|-------------|
| Card Swiped:                     | 100 %       |
| Keyed with Imprinted Receipt:    | %           |
| Keyed without Imprinted Receipt: | %           |
| <b>TOTAL =</b>                   | <b>100%</b> |

**MOTO CARD TYPE**

|                                   |             |
|-----------------------------------|-------------|
| Percent of Domestic Transactions: | 100 %       |
| Percent of Foreign Transactions:  | %           |
| <b>TOTAL =</b>                    | <b>100%</b> |

**PERCENT OF GIFT CARD SALES:** 0 %
**FUTURE DELIVERY (FD)\***

|                              |             |
|------------------------------|-------------|
| 2 – 5 Days:                  | %           |
| 6 – 10 Day:                  | %           |
| 11 – 30 Days:                | %           |
| 31 – 60 Days:                | %           |
| 61 – 90 Days:                | %           |
| 91 – 120 Days:               | %           |
| > 120Days:                   | %           |
| <b>IF APPLICABLE TOTAL =</b> | <b>100%</b> |

**WHAT PERCENTAGE OF BANKCARD VOLUME IS "FD":** 0 %

\* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, please indicate below:

**STATEMENT OPTIONS****STATEMENT TYPE**
☒ Standard
**MAIL STATEMENTS TO**
☒ Suppress Statements

☒ All Electronic Communications (Including ACH Returns): ☒ Same Email as InfoCentral ☐ Preferred Email Address:
**DISPUTE LETTERS** \*Select mail option as back-up.**MAILING OPTIONS**
☒ Legal ☐ DBA
**ELECTRONIC OPTIONS\***
☐ Fax ☒ Email
**MERCHANT DETAIL****TYPE OF BUSINESS:**
☒ Private  
☐ Public:
**TYPE OF OWNERSHIP:**
☐ Corporation  
☒ Government  
☐ Municipality  
☐ Non-Profit
**BUSINESS IS CONDUCTED:**

Consumer: 100%

ARE WEB BASED SALES  
PROCESSED BY HPS: Yes

DATE BUSINESS  
STARTED

PEAK RECURRING  
TRANSACTION DATES

Government Offices - County

PRODUCT/SERVICE  
PROVIDED

DEFINE YOUR REFUND  
POLICY
**PCI COMPLIANCE**
OUR BUSINESS PCI COMPLIANT: ☒ Yes ☐ No

DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA: ☐ Yes ☒ No  
(i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized:

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant. As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY HEARTLAND WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR:

☒ Yes ☐ No ☐ N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE):

☒ Yes ☐ No ☐ N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED:

☒ Yes ☐ No ☐ N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE.\*:

☐ Yes ☒ No ☐ N/A

If yes, what was the date of the compromise:

(Copy of the completed forensic investigation is required with the app.)

☐ I have never accepted payment cards.

THE SIGNING MERCHANT LISTED BELOW IS STORING SENSITIVE AUTHENTICATION DATA\*\* (EVEN IF ENCRYPTED) AFTER THE TRANSACTION HAS BEEN AUTHORIZED:

☐ Yes ☒ No ☐ N/A

☐ I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL:

☒ Yes ☐ No ☐ N/A

\*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

\*\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartland request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.





**ACH PROGRAM TYPES:**

☐ Heartland ACH WEB:  
☐ Consumer ☐ Corporate ☐ Both

☐ Heartland ACH Debit (Select all that apply):  
☐ Single ☐ Consumer  
☐ Recurring ☐ Corporate  
 Virtual Terminal:

☐ Heartland ACH Tel  
 Vendor: ☐ Heartland ☐ Third Party: \_\_\_\_\_

Merchants can accept ACH Payments via Virtual Terminal; however, call must be recorded and be available as proof of authorization.

**FEE SCHEDULE**

NOTE: ACH ACCOUNT VERIFICATION IS INCLUDED

| FEE TYPE   | DOLLAR | PERCENTAGE |
|--|--------|------------|
| <input type="checkbox"/> Setup Fee                         | \$     |            |
| <input type="checkbox"/> Transaction Fee                   | \$     | %          |
| <input type="checkbox"/> Service Fee                       | \$     | %          |
| <input checked="" type="checkbox"/> Return Item Fee        | \$5.00 |            |
| <input checked="" type="checkbox"/> Unauthorized Entry Fee | \$5.00 |            |
| <input type="checkbox"/> Re-presentment Fee*               | \$2.00 |            |

\*Re-presentment (Limitation of 2 per NACHA guidelines)

|  |   |
|--|---|
| \$ _____<br>ANNUAL ACH VOLUME                                | \$ _____<br>AVERAGE ACH TICKET AMOUNT                   |
| \$ _____<br>MAX ACH LIMIT REQUESTED<br>(Subject to Approval) | _____<br>AVERAGE NUMBER OF ACH<br>TRANSACTION PER MONTH |
| \$ _____<br>AVERAGE RETURN CHECK AMOUNT                      | \$ _____<br>TOTAL MONTHLY CHECK RETURNS                 |

|                    |    |                        |
|--------------------|----|------------------------|
| \$ _____           | OR | \$25.00                |
| <b>Monthly Fee</b> |    | <b>Monthly Minimum</b> |

For High Ticket Transactions an additional 15 BP will be assessed on the amount above \$10,000.

**PROCESSING METHOD - Note: Must equal 100%**

| Heartland ACH Debit | Heartland ACH TEL | Heartland ACH WEB | TOTAL |
|---------------------|-------------------|-------------------|-------|
| %                   | %                 | %                 | 100%  |

**AUTHORIZATION METHOD**

Which authorization procedure does Merchant utilize to confirm customers consent:

☐ **Heartland ACH Debit**

- ☐ Signed written authorization from customer  
☐ Heartland provides Authorization Form Template ☐ Merchant created Authorization Form

☐ **Heartland ACH WEB**

- ☐ Web Authorization  
☐ Customer provides electronic signature ☐ Customer logs in a username and password

☒ **Heartland ACH TEL**

- ☐ Recorded Verbal Authorization  
☐ Heartland provided script ☐ Merchant created script

If utilizing Recorded Verbal Authorization; select one:

- ☐ Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland  
☐ Merchant has existing recording service to capture verbal customer authorizations

How are recordings stored:

- ☐ Via website URL: \_\_\_\_\_ ☐ Via phone: #: \_\_\_\_\_

**REQUIRED: Authorization Script must be provided with ACH Application when Merchant is utilizing their own script.**

**DESCRIPTOR**

PHONE NUMBER AS IT APPEARS ON CUSTOMER STATEMENTS

COMPANY NAME AS IT APPEARS ON CUSTOMER BANK STATEMENTS (Max 16 Characters)

**AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION**

HAS YOUR BUSINESS FILED BANKRUPTCY, HAD JUDGMENTS OR LIENS WITHIN THE LAST 3 YEARS: YES ☒ NO

If yes, date filed: \_\_\_\_\_

Merchant authorizes Heartland Payment Systems, LLC ("Heartland or HPS"), any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship.

Merchant acknowledges that Heartland has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and this Merchant Application, which together make up the entire agreement between the parties (the "Merchant Processing Agreement"). Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would enter into this Merchant Processing Agreement. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address: Heartland Payment Systems, LLC; Attn: Customer Care; One Heartland Way; Jeffersonville IN 47130

Merchant further certifies, that this business or any Owner/Officer has never been terminated by any of the Card Brands.

X  
 AUTHORIZED SIGNER SIGNATURE \_\_\_\_\_ Joe Briggs, Commissioner  
 PRINT NAME & TITLE

DATE \_\_\_\_\_

X  
 (2) AUTHORIZED SIGNER SIGNATURE \_\_\_\_\_ Diane Heikkila, Treasurer  
 PRINT NAME & TITLE

DATE \_\_\_\_\_

**THE TERM OF THIS AGREEMENT IS 60 MONTHS**



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**RE: CASCADE COUNTY RESOLUTION OF INTENT  
TO ESTABLISH A CASCADE COUNTY-WIDE  
PACE PROGRAM**

**RESOLUTION 22-16**

WHEREAS, The 67th Regular Session of the Montana Legislature enacted the Commercial Property Assessed Capital Enhancement Act of Montana, Montana Code Annotated, Title 90, Chapter 4, Part 13 (the "PACE Act"), which allows the governing body of a local government, including Cascade County, to designate an area of the territory of the local government as a district within which an authorized local government official and the record owners of a privately owned commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property may enter into written contracts to impose assessments on the property to repay the financing by the owners of Energy Conservation Projects as defined in § 90-4-1302(5), MCA; and

WHEREAS, the installation or modification by property owners of qualified Energy Conservation Projects in Cascade County will further the goals of increasing economic efficiency and energy conservation without cost to the public; and

WHEREAS, the Cascade County Commissioners find that financing Energy Conservation Projects through contractual assessments ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving natural resources; and

WHEREAS, the PACE Act designates the Montana Facility Finance as state-wide administrator of projects utilizing PACE financing; and

WHEREAS, the Cascade County Commissioners, subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the Cascade County's jurisdiction as a district within which a designated Cascade County representative and the record owners of qualified real property may enter into PACE financing arrangements.

THEREFORE, be it resolved by the Cascade County Commissioners that:

Section 1. Pursuant to § 90-4-1306(1)(a)(i), MCA, Cascade County intends to make contractual assessments to repay PACE financing for qualified Energy Conservation Projects available to owners of a commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property. The program is to be called Cascade County Commercial Property Assessed Capital Enhancement ("Cascade County PACE").



Section 2. Pursuant to § 90-4-1306(1)(a)(ii), MCA, the following two types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

1. "Energy conservation measures": means a permanent cost-effective energy improvement fixed to real property, including new construction, and intended to decrease energy or water consumption and demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. The exemplary list of energy conservation measures codified at § 90-4-1302(4), MCA, is incorporated by reference herein.
2. "Renewable Energy System": means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that uses one or more forms of renewable energy to generate electricity or to reduce the use of nonrenewable energy. The term includes a biomass stove but does not include an incinerator or a digester. "Renewable energy" has the meaning provided in § 15-24-3102, MCA.

Section 3. The boundaries of the entire geographic area within Cascade County's jurisdiction are the boundaries of the district where PACE financing and assessments can occur.

Section 4. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with Cascade County's representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that Cascade County will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Cascade County will not, at this time, provide financing of any sort for the PACE program.

**RESOLUTION 22-16**

Section 5. Pursuant to § 90-4-1306(1)(a)(iii), MCA, the Montana Facility Finance Authority will serve as an independent third-party Program Administrator on the behalf of Cascade County pursuant to its Montana Commercial Property Assessed Capital Enhancements Program Guidelines available for inspection at [www.lastbestpace.com](http://www.lastbestpace.com) (hereinafter the "MFFA CPACE Program Guidelines"). The MFFA CPACE Program Guidelines are incorporated in this resolution and made a part hereof for all purposes.

Section 6. Pursuant to § 90-4-1306(1)(a)(iv), MCA, the Cascade County Commissioners will hold a public hearing on the proposed PACE program and report on March 22, 2022, at 9:30 a.m. in the Cascade County Commissioner Chambers Room 105, 325 2<sup>nd</sup> Avenue North, Great Falls, Montana 59401 and via webinar.

Passed and Adopted this 8th day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Don Ryan, Commissioner

ATTESTED this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Rina Fontana Moore, Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

March 8, 2022

Agenda #2

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

|                                   |  |
|-----------------------------------|--|
| <b>ITEM</b>                       | <b>VxRail Hyperconverged Infrastructure<br/>Request for Proposals</b>    |
| <b>INITIATED AND PRESENTED BY</b> | <b>Sean Higginbotham, Director of IT</b>                                 |
| <b>ACTION REQUESTED</b>           | <b>Reject Bids received for<br/>VxRail Hyperconverged Infrastructure</b> |

---

**BACKGROUND:**

Cascade County went out for bid for a VxRail Hyperconverged Infrastructure on January 30, 2022. The invitation to bid was published on January 30, 2022, February 6, 2022, February 13, 2022, and February 20, 2022 in the Great Falls Tribune. Cascade County publicly opened bids on February 23, 2022, at 1:00 p.m. in the Courthouse Annex, Room 105.

Two bids were received, and the names of the prospective bidders and the bid costs were announced. Staff reviewed and scored each bid received. It was determined that one of the bids did not meet the requirements set forth by Cascade County. The highest scoring bid was given 1920 points of the 2150 available points. The cost of the highest scoring bid is \$442,000.20. The highest scoring bid met the requirements set forth by Cascade County, however, the total cost of the bid is not within the budget Cascade County has allocated for this project.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of County Commissioners reject all bids received for the VxRail Hyperconverged Infrastructure project.

**MOTIONS FOR CONSIDERATION:**

**Option 1:**

Mr. Chairman, I move that the Commissioners **reject** all bids received from the VxRail Hyperconverged Infrastructure request for bids.

**Option 2:**

Mr. Chairman, I move that the Commissioners **accept** the VxRail Hyperconverged Infrastructure bids submitted by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ and authorize staff to complete the contracting process.





## INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Cascade County Board of Commissioners will receive sealed bids for the purchase of a VxRail hyperconverged Infrastructure for its primary and secondary data centers. Specifications for the solution may be obtained by contacting Sean Higginbotham, IT Director, Cascade County Department of Technology, 325 2<sup>nd</sup> Ave N, Great Falls, MT 59401; Phone (406) 454-6975 or at <https://www.cascadecountymt.gov/bids.aspx>.

Bids are due and will be publicly opened on the 23rd day of February 2022, at the time of 1:00 o'clock p.m. at Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Ave N, Great Falls, Montana. No electronic/digital media bids are allowed. Late bids will be returned unopened.

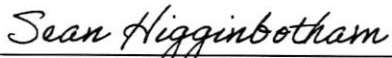
Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid for the VxRail Hyperconverged Infrastructure. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of thirty (30) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest and most responsible bidder.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 30th January, 2022

  
\_\_\_\_\_  
Sean Higginbotham, Director  
Cascade County Department of Technology

(Publish January 30<sup>th</sup>, February 6<sup>th</sup>, February 13<sup>th</sup>, and February 20<sup>th</sup>)



March 8, 2022

Agenda #3

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Montana State Homeland Security Program,  
Cascade County – CDVE Local Program  
Development 2021 Grant Award

**INITIATED & PRESENTED BY:** Captain Scott Van Dyken  
Cascade County Sheriff's Office

**ACTION REQUESTED:** Approval of Contract 22-20

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**BACKGROUND:**

The Cascade County Sheriff's Office is seeking approval to accept the Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award. This is a 100% **reimbursement grant** for the below listed time frame. This grant will be used to fund the new Crime Prevention Logistics Manager position at the Cascade County Sheriff's Office. The Montana Disaster and Services approved our application for the 2021 Montana State Homeland Security Program, Cascade County – CDVE Local Program Development Grant on December 20, 2021. The award number is EMW-2021-SS-00042, for accounting purposes the CFDA number is: 97.067.

**TERM:** 2021 Grant Funding 1/24/2022 – 9/30/2023

**AMOUNT:** Reimbursement to CCSO \$215,000.00

**RECOMMENDATION:** Approval of Contract 22-20

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission **APPROVE** Contract 22-20, Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 22-20, Montana State Homeland Security Program, Cascade County – CDVE Local Program Development 2021 Grant Award.





State Homeland Security Program (SHSP)

FY 21 Award Letter

Jesse Slaughter  
Cascade County Sheriff's Office  
3800 Ulm North Frontage Road  
Great Falls, MT 59404,

Sheriff Slaughter,

Congratulations, on behalf of Montana Disaster and Emergency Services (MT DES), the application for financial assistance submitted under the Fiscal Year (FY) 2021 State Homeland Security Program, Cascade County – CDVE Local Program Development, has been approved in the amount of \$215,000.00. Cascade County Sheriff's Office is not required to match this award with any amount of non-Federal funds.

Before Cascade County Sheriff's Office requests and receives any of the Federal funds awarded, acceptance of the award must be established. By accepting this award, Cascade County Sheriff's Office acknowledges that the terms of the following documents are incorporated into the terms of this award:

- Agreement Articles (attached to this Award Letter)
- Nationwide Cybersecurity Review Requirement
- Obligating Document for Award (attached to this Award Letter)
- FY 21 Homeland Security Grant Program Notice of Funding Opportunity

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Per the Notice of Funding Opportunity (NOFO), all sub-recipients are required to complete the Nationwide Cybersecurity Review, see Agreement Article XLVII. MT DES will provide more guidance upon release from DHS.

Please make sure you read, understand, and maintain a copy of these documents in the official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your MT DES Grant Coordinator.

Delila Bruno  
Administrator  
Montana Disaster and Emergency Services

CC Scott Van Dyken







**AGREEMENT ARTICLES**  
**State Homeland Security Program**

**SUB-RECIPIENT:** Cascade County Sheriff's Office  
**PROGRAM:** State Homeland Security Program  
**STATE GRANT NUMBER:** 21HS-CCSO

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#### **Article I - Summary Description of Award**

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community

#### **Article II - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article III - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article IV - Disposition of Equipment Acquired Under the Federal Award**





When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### **Article V - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article VI - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

#### **Article VII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article VIII - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article IX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975)





(codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article X - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article XII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XIII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XIV - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XVI - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XVII - Duplication of Benefits**





Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XIX - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

#### **Article XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP)





to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXVI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXIX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXX - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXXI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXXII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified





handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXV - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVI - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXVIII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

#### **Article XXXIX - Universal Identifier and System for Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XL - USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIII - Environmental Planning and Historic Preservation**





DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: [https:// www.fema.gov/media-library/assets/documents/90195](https://www.fema.gov/media-library/assets/documents/90195). **In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to MT DES along with all other pertinent project information within 90 days of the period of performance start date. Failure to provide requisite information could result in delays in the release of grant funds. MT DES will work with Grant Programs Directorate for EHP approval.**

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLIV - MT DES Specific Acknowledgements and Assurances**

Sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each sub-recipient.
6. Failure of the sub-recipient to accomplish SHSP objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

#### **Article XLV - Accruals**

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

#### **Article XLVI – Authorized Representative**

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Cascade County Sheriff's Office. This individual shall be duly authorized with all necessary powers with regard to the administration and oversight of the 2021 State Homeland Security Program grant, 21HS-CCSO. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.067.






## **Article XLVII - Nationwide Cybersecurity Review**

Recipients and subrecipients of FY 2021 grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 3-6 hours to complete. The 2021 NCSR will be open from October – December 2021.





## Obligating Document for Award

|  |   |  |
|--|---|--|
| STATE GRANT NUMBER:<br>21HS-CCSO   | SUB-RECIPIENT NAME AND ADDRESS:<br><br>Cascade County Sheriff's Office<br>3800 Ulm North Frontage Road<br>Great Falls, MT 59404 | ISSUING STATE OFFICE AND ADDRESS:<br><br>Montana Disaster and Emergency Services<br>P.O. Box 4789<br>1956 MT Majo Street<br>Fort Harrison, MT 59636-4789 |
| FEDERAL AGREEMENT<br>NUMBER:<br>EMW-2021-SS-00042  |   |  |
| AMENDMENT NUMBER:  |   |  |
| NAME OF SUB-<br>RECIPIENT AUTHORIZED<br>REPRESENTATIVE:<br><br>Scott Van Dyken   | SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION:<br><br>svandyken@cascadecountymt.gov<br>406-454-6833               |  |
| EFFECTIVE DATE OF THIS<br>ACTION:<br><br>01/24/2022  | METHOD OF PAYMENT:<br><br>EFT   | NAME AND CONTACT INFORMATION OF MT<br>DES GRANT COORDINATORS:<br><br>Jamie Mortimore<br>jamie.mortimore@mt.gov<br>406-202-4835                           |
| FEDERAL AWARD AMOUNT: \$215,000.00   |   | PERIOD OF PERFORMANCE:<br>From: 01/24/2022 To: 09/30/2023  |
| ASSISTANCE<br>ARRANGEMENT:<br><br>Cost Reimbursement   | CFDA #:<br><br>97.067   | Budget Period:<br>From: 01/24/2022 To: 09/30/2023  |
| SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)<br><br><br>SHERIFF JESSE SLAUGHTER  |   | DATE<br><br>02-24-22   |
| SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title)<br><br><br>CAPTAIN SCOTT VANDYKEN                                    |   | DATE<br><br>02-24-22   |
| MT DES SIGNATORY (Name and Title)<br><br><br>Burke Honzel, Preparedness Bureau Chief, Authorized Organizational Representative |   | DATE<br><br>24 January 2022  |





**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
**Joe Briggs, Chairman**

\_\_\_\_\_  
**James L. Larson, Commissioner**

\_\_\_\_\_  
**Don Ryan, Commissioner**

**Passed and adopted at Commission Meeting held on this 8th day of March 2022.**

**Attest**

**On this 8th day of March 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Don Ryan, Cascade County Commissioners.**

\_\_\_\_\_  
**RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER**

**\* APPROVED AS TO FORM:  
Josh Racki, County Attorney**

\_\_\_\_\_  
**DEPUTY COUNTY ATTORNEY**

**\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**